

1 Crosby S. Connolly, (SBN: 2866500  
2 Joshua B. Swigart, Esq. (SBN: 225557)  
josh@westcoastlitigation.com

3 **Hyde & Swigart**  
4 2221 Camino Del Rio South, Suite 101  
Riverside, CA 92501  
5 Telephone: (619) 233-7770  
Facsimile: (619) 297-1022

6 Attorneys for Joseph Ratcliff,  
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10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 Joseph Ratcliff,  
13 Plaintiff,  
14 v.  
15 Frontline Asset Strategies, LLC &  
16 Equable Ascent Financial, LLC  
17 Defendants.

18 Case No: '13CV1385 JLS DHB

19 **Complaint For Damages**

**Jury Trial Demanded**

20 **INTRODUCTION**

- 21 1. The United States Congress has found abundant evidence of the use of  
22 abusive, deceptive, and unfair debt collection practices by many debt  
23 collectors, and has determined that abusive debt collection practices  
contribute to the number of personal bankruptcies, to marital instability, to the  
loss of jobs, and to invasions of individual privacy. Congress wrote the Fair  
24 Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (hereinafter  
“FDCPA”), to eliminate abusive debt collection practices by debt collectors,  
25 to insure that those debt collectors who refrain from using abusive debt  
26 practices do not have a competitive advantage over those debt collectors  
27 who engage in abusive debt collection practices, and to provide for the  
28 prompt, expeditious, and fair resolution of disputes between debt collectors  
and consumers.

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1 collection practices are not competitively disadvantaged, and to promote  
2 consistent State action to protect consumers against debt collection abuses.

3 2. The California legislature has determined that the banking and credit system  
4 and grantors of credit to consumers are dependent upon the collection of just  
5 and owing debts and that unfair or deceptive collection practices undermine  
6 the public confidence that is essential to the continued functioning of the  
7 banking and credit system and sound extensions of credit to consumers. The  
8 Legislature has further determined that there is a need to ensure that debt  
9 collectors exercise this responsibility with fairness, honesty and due regard  
10 for the debtor's rights and that debt collectors must be prohibited from  
11 engaging in unfair or deceptive acts or practices.

12 3. Joseph Ratcliff, ("Plaintiff"), through Plaintiff's attorneys, brings this action to  
13 challenge the actions of Frontline Asset Strategies, LLC, ("Frontline"),  
14 Equable Asset Financial, LLC ("Equable"), collectively, ("Defendants"), with  
15 regard to attempts by Defendants to unlawfully and abusively collect a debt  
16 allegedly owed by Plaintiff, and this conduct caused Plaintiff damages.

17 4. Plaintiff makes these allegations on information and belief, with the exception  
18 of those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which  
19 Plaintiff alleges on personal knowledge.

20 5. While many violations are described below with specificity, this Complaint  
21 alleges violations of the statutes cited in their entirety.

22 6. Unless otherwise stated, all the conduct engaged in by Defendants took place  
23 in California.

24 7. Any violations by Defendants were knowing, willful, and intentional, and  
25 Defendants did not maintain procedures reasonably adapted to avoid any such  
26 violation.

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## JURISDICTION AND VENUE

8. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1692(k), and 28 U.S.C. § 1367 for supplemental state claims.
  9. This action arises out of Defendants' violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA") and the Rosenthal Fair Debt Collection Practices Act, California Civil Code §§ 1788-1788.32 ("Rosenthal Act").
  10. Because Defendants' conduct business within the State of California, personal jurisdiction is established.
  11. Venue is proper pursuant to 28 U.S.C. § 1391.
  12. At all times relevant, Defendants' conducted business within the State of California.

## PARTIES

13. Plaintiff is a natural person who resides in the City of Chino Hills, State of California.
  14. Frontline is located in the City of Roseville, in the State of Minnesota.
  15. Equable is located in the City of Buffalo Grove, in the State of Illinois.
  16. Plaintiff is obligated or allegedly obligated to pay a debt, and is a “consumer” as that term is defined by 15 U.S.C. § 1692a(3).
  17. Defendants are persons who uses an instrumentality of interstate commerce or the mails in a business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another and are therefore debt collectors as that phrase is defined by 15 U.S.C. § 1692a(6).
  18. Plaintiff is a natural person from whom a debt collector sought to collect a consumer debt which was due and owing or alleged to be due and owing from Plaintiff, and is a “debtor” as that term is defined by California Civil Code § 1788.2(h).

1 19. Defendants, in the ordinary course of business, regularly, on behalf of  
2 himself, herself, or others, engages in debt collection as that term is defined  
3 by California Civil Code § 1788.2(b), and are therefore debt collectors as that  
4 term is defined by California Civil Code § 1788.2(c).

5 20. This case involves money, property or their equivalent, due or owing or  
6 alleged to be due or owing from a natural person by reason of a consumer  
7 credit transaction. As such, this action arises out of a consumer debt and  
8 “consumer credit” as those terms are defined by Cal. Civ. Code § 1788.2(f).

## **FACTUAL ALLEGATIONS**

10     21. Sometime before October 27, 2010, Plaintiff is alleged to have incurred  
11       certain financial obligations.

12     22. These financial obligations were primarily for personal, family or household  
13       purposes and are therefore a “debt” as that term is defined by 15 U.S.C.  
14       §1692a(5).

15     23. These alleged obligations were money, property, or their equivalent, which is  
16       due or owing, or alleged to be due or owing, from a natural person to another  
17       person and are therefore a “debt” as that term is defined by California Civil  
18       Code §1788.2(d), and a “consumer debt” as that term is defined by California  
19       Civil Code §1788.2(f).

20 24. Sometime thereafter, but before October 27, 2010, Plaintiff allegedly fell  
21 behind in the payments allegedly owed on the alleged debt. Plaintiff currently  
22 takes no position as to the validity of this alleged debt.

27 27. On or about March 17, 2011, Equable filed a request for entry of default  
28 against Plaintiff for Case Number CJVRS1011646.

- 1       28. On or about June 6, 2011, upon retaining present counsel, counsel, acting on  
2       behalf of Plaintiff, filed Plaintiff's motion to set aside the default & default  
3       judgement & quash service of summons for Case Number CIVRS1011646.  
4       29. On or about November 2, 2011, Equable's entry of default judgement was  
5       vacated by the court.  
6       30. On or about April 5, 2013, Frontline mailed a dunning letter to Plaintiff. A  
7       few days later, Plaintiff received that letter.  
8       31. This communication to Plaintiff was a "communication" as that term is  
9       defined by 15 U.S.C. § 1692a(2), and an "initial communication" consistent  
10      with 15 U.S.C. § 1692g(a).  
11      32. This communication was a "debt collection" as Cal. Civ. Code 1788.2(b)  
12      defines that phrase, and an "initial communication" consistent with Cal. Civ.  
13      Code § 1812.700(b).  
14      33. Frontline's April 5, 2013 letter to Plaintiff stated in part, "A judgement was  
15      entered against you on 03/17/2011. Your unpaid judgment has been turned  
16      over to us for collection with a total amount due of \$8,154.78."  
17      34. Without the prior consent of the consumer given directly to the Defendants or  
18      the express permission of a court of competent jurisdiction, Defendants  
19      communicated with the consumer in connection with the collection of a debt  
20      when Defendants knew the consumer was represented by an attorney with  
21      respect to such debt and had knowledge of, or could have readily ascertained  
22      such attorney's name and address. Consequently, Defendants violated 15  
23      U.S.C. § 1692c(a)(2).  
24      35. Because this violated certain portions of the federal Fair Debt Collection  
25      Practices Act as these portions are incorporated by reference in the Rosenthal  
26      Fair Debt Collection Practices Act, through California Civil Code § 1788.17,  
27      this conduct or omission violated Cal. Civ. Code § 1788.17.

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## **CAUSES OF ACTION**

## COUNT I

## **FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)**

15 U.S.C. §§ 1692 ET SEQ.

**(AS TO ALL DEFENDANTS)**

36. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.
  37. The foregoing acts and omissions constitute numerous and multiple violations of the FDCPA, including but not limited to each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq.
  38. As a result of each and every violation of the FDCPA, Plaintiff is entitled to any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from Defendants.

## COUNT II

## **ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT (ROSENTHAL ACT)**

## CAL. CIV. CODE §§ 1788-1788.32

**(AS TO ALL DEFENDANTS)**

39. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.
  40. The foregoing acts and omissions constitute numerous and multiple violations of the Rosenthal Act, including but not limited to each and every one of the above-cited provisions of the Rosenthal Act, Cal. Civ. Code §§ 1788-1788.32
  41. As a result of each and every violation of the Rosenthal Act, Plaintiff is entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory damages for a knowing or willful violation in the amount up to

\$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from Defendants.

## COUNT III

## **NEGLIGENT HIRING/RETENTION**

**(AS TO EQUABLE)**

42. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
  43. Defendant Equable owed Plaintiff a duty to properly and lawfully carry out debt collection matters breached that duty to Plaintiff.
  44. Defendant Equable hired Defendant Frontline who were incompetent, and unfit for the job of debt collections.
  45. Defendant Equable knew, or should have known, that Defendants Frontline presented an unreasonable harm to others.
  46. Defendant Equable committed a willful, intentional or negligent act, which resulted in injury to Plaintiff.
  47. Plaintiff's injuries are proximately caused by Equable's retention of Frontline.

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## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendants, and Plaintiff be awarded damages from Defendants, as follows:

- An award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
  - An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3);
  - An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b);
  - An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c).

48. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Respectfully submitted,

Hyde & Swigart

Date: June 13, 2013

By:s/Crosby S. Connolly  
Crosby S. Connolly  
Attorneys for Plaintiff